

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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INNOVATION VENTURES, LLC, ET AL.,	:	
	:	12 Civ. 5354 (KAM)
Plaintiffs,	:	
	:	
-against-	:	<u>JOINT STIPULATION AND ORDER</u>
	:	
ULTIMATE ONE DISTRIBUTING CORP., ET	:	
AL.	:	
	:	
Defendants.	:	
	:	
_____	X	

UPON THE STIPULATION AND AGREEMENT by and between the undersigned counsel for Plaintiffs Innovation Ventures, LLC; Living Essentials, LLC; and International IP Holdings, LLC (collectively, "Living Essentials"), and counsel for defendants Joseph Shayota, Adriana Shayota, and Tradeway International, Inc. d/b/a Baja Exporting (collectively, the "Baja Defendants"), it hereby is ORDERED as follows:

1. On November 30, 2012, this Court issued a preliminary injunction (Dkt. 191) that, *inter alia*, froze the assets of the Baja Defendants "up to an amount of \$6.9 million."
2. On December 19, 2012, Living Essentials and the Baja Defendants filed with the Court a joint stipulation (Dkt. 282), pursuant to which Plaintiffs "agree[d] to release any bank accounts used by the [Baja] Defendants . . . which ha[d] been . . . restrained" by the Court. In exchange, the Baja Defendants agreed, *inter alia*, to transfer certain funds (the "Escrow Funds") to the attorney trust accounts of their counsel, Seltzer Caplan McMahon Vitek, pending either final resolution of this action or written agreement between Living Essentials and the Baja Defendants.

3. On December 19, 2012, the Court so-ordered the joint stipulation described in the preceding paragraph. Living Essentials and the Baja Defendants subsequently complied with the obligations in that joint stipulation.

4. On November 7, 2013, Living Essentials and the Baja Defendants executed a Settlement Agreement resolving their claims against one another in this action. Pursuant to the Settlement Agreement, the Baja Defendants agreed, *inter alia*, to pay the Escrow Funds to Living Essentials.

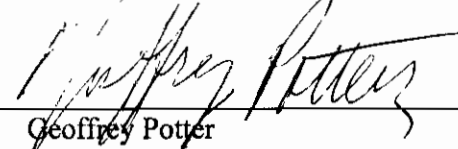
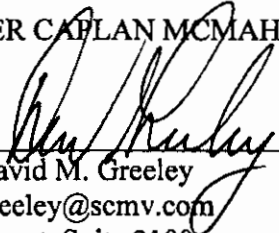
5. Accordingly, the Baja Defendants are hereby authorized to transfer the Escrow Funds to the attorney trust account of Living Essentials' counsel, Patterson Belknap Webb & Tyler LLP, for subsequent conveyance to Living Essentials.

6. All orders issued by this Court and now in effect freezing or restraining the assets of any of the Baja Defendants are hereby terminated. For the avoidance of doubt, all orders now in effect freezing or restraining the assets of parties other than the Baja Defendants shall remain in effect against such other parties, notwithstanding that such orders may also refer to one or more of the Baja Defendants.

7. This agreement may be executed in counterparts. Signatures transmitted electronically or by facsimile shall be deemed original.

Dated: November 8, 2013

CONSENTED AND AGREED TO BY:

PATTERSON BELKNAP WEBB & TYLER LLP By:  Geoffrey Potter gpotter@pbwt.com 1133 Avenue of the Americas New York, New York 10036 (212) 336-2000 Attorneys for Living Essentials	SELTZER CAPLAN MCMAHON VITEK By:  David M. Greeley greeley@scmv.com 750 B Street, Suite 2100 San Diego, California 92101 (619) 685-3003 Attorneys for the Baja Defendants
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SO ORDERED:

UNITED STATES DISTRICT JUDGE